

## Standard Terms and Conditions for the Supply of Goods and Services by The Mavin Group (incorporating Mavin Capital Finance Limited, Mavin SPS Limited, Powercube Limited)

### I. DEFINITIONS

In these Terms:

- 1.1. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2. "Contract" means the contract for the supply of the Goods and/or Services by the Supplier to the Customer;
- 1.3. "Customer" means any person who purchases Goods and/or Services from the Supplier;
- 1.4. "Goods" means the articles specified in the Proposal;
- 1.5. "Proposal" means a statement of work, quotation or other similar document describing the Goods and/or Services to be provided by the Supplier;
- 1.6. "Services" means the services specified in the Proposal;
- 1.7. "Supplier" The Mavin Group (Mavin Capital Finance Limited, Mavin SPS Limited, Powercube Limited), 85 Great Portland Street, London, United Kingdom, W1W 7LT;
- 1.8. "Terms" means the terms of supply set out in this document and any special terms agreed in Writing by the Supplier and the Customer;
- 1.9. "Writing" includes facsimile transmission email and comparable means of communication; and
- 1.10. Words denoting the singular shall include the plural.

### 2. GENERAL

- 2.1. These Terms shall apply to all Contracts and shall prevail over any other documentation or communication from the Customer.
- 2.2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Supplier and the Customer.
- 2.3. Nothing in these Terms shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and/or Services, by virtue of any statute, law or regulation.
- 2.4. Nothing in these Terms shall affect the Customer's statutory rights as a Consumer.
- 2.5. The Supplier's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

### 3. THE ORDER

- 3.1. The Proposal attached to these Terms shall remain valid for the period specified in it.
- 3.2. All orders for Goods and/or Services shall be deemed to be acceptance of the Proposal pursuant to these Terms.
- 3.3. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in Writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used) charges and expenses incurred by the Supplier as a result of cancellation.

### 4. PRICE AND PAYMENT

- 4.1. The price for the Goods and/or Services is as specified in the Proposal.
- 4.2. Payment of the price shall be in the manner specified in the Proposal.
- 4.3. If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to:
  - 4.3.1. charge interest at the rate of 2.00% per month on the outstanding amounts;
  - 4.3.2. cancel the Contract or any other contract between the Supplier and the Customer or suspend any further work for or deliveries to the Customer under this or any other contract; and
  - 4.3.3. be reimbursed fully on an indemnity basis for all fees and disbursements incurred by the Supplier's solicitors in connection with the failure of the Customer to make payment under the Contract.

### 5. DELIVERY

The date of delivery specified by the Supplier is an estimate only. The Supplier will undertake the best endeavour to deliver the goods or service within the original time-scale agreed with the Customer. The Supplier shall incur no liability to the Customer in respect of any failure to complete the delivery by any agreed completion date if the Customer instigates actions that result in the delay or failure to deliver by the Supplier or an Act of God.

### RISK & TITLE

- 5.1.A All risk in the Goods shall pass to the Customer upon delivery.
- 5.2. Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods and/or Services provided under any Contract.

### 6. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 6.1. co-operate with the Supplier;
- 6.2. provide the Supplier with any information reasonably required by the Supplier;
- 6.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the provision of the Services, the cost of which shall be the sole responsibility of the Customer; and
- 6.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

### 7. SUPPLIER'S OBLIGATIONS

- 7.1. The Supplier warrants that:
  - 7.1.1. the Goods will at the time of delivery correspond to the specification set out in the Proposal and be of a reasonable quality; and
  - 7.1.2. the Supplier shall perform the Services with reasonable skill and care.
  - 7.1.3. In addition to the above, the Supplier gives a warranty for any Goods supplied for a period and on the terms of any manufacturer's warranty from the date of delivery.
  - 7.1.4. The above warranty is given by the Supplier subject to the following terms :
    - 7.1.5. the Supplier shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
    - 7.1.6. the Customer must notify the Supplier within 2 days of delivery of the Goods of any breach of the above warranty;

- 7.1.7. the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Supplier's approval; and
- 7.1.8. the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 7.2. Where any valid claim in respect of any breach of the above warranty is notified to the Supplier in accordance with these Terms, the Supplier shall be entitled to replace the Goods (or the part in question) or provide further Services free of charge or, at the Supplier's sole discretion, refund to the Customer the price of the Goods or Services (or a proportionate part of the price), but the Supplier shall have no further liability to the Customer where the Customer has breached the Terms of Warranty or altered the original service requirement without prior written agreement from the supplier.

## **8. LIMITATION OF LIABILITY**

- 8.1. Nothing in these Terms shall exclude or limit the liability of the Supplier for death or personal injury.
- 8.2. The Supplier's total liability to the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise shall be limited to the sum of £250 per calendar year for any one occurrence or series of related occurrences all of which occur in the same calendar year.
- 8.3. The Supplier shall not be liable under any circumstances to the Customer for any third party loss or for any indirect or consequential loss (including loss of profit) suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
9. For the avoidance of doubt, in relation to the supply of the Services, the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date if the Customer instigates actions that result in the delay or failure to deliver by the Supplier or an Act of God.

## **INSOLVENCY OF CUSTOMER**

- 9.1. This clause applies if:
- 9.1.1. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 9.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 9.1.3. the Customer ceases, or threatens to cease, to carry on business; or
- 9.1.4. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 9.2. If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries or supplies under the Contract without any liability to the Customer, and if the Goods have been delivered and/or Services supplied but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to severe weather, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **11. SEVERANCE**

If any of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **12. GOVERNING LAW**

STANDARD TERMS FOR THE SUPPLY OF GOODS & SERVICES BY THE MAVIN GROUP (Mavin Capital Finance Limited, Mavin SPS Limited, Powercube Limited)

These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English and Welsh courts.